

Ordinance No. 17931-12-2007

AN ORDINANCE INCREASING ESTIMATED RECEIPTS AND APPROPRIATIONS IN THE GRANTS FUND IN THE AMOUNT OF \$35,000 UPON EXECUTION OF THE AGREEMENT WITH THE NEAR SOUTHEAST COMMUNITY DEVELOPMENT CORPORATION (NEC/CDC) FOR THE PURPOSE OF FUNDING OVERTIME FOR CODE COMPLIANCE EMPLOYEES AND THE PURCHASE OF SUPPLIES AND EQUIPMENT FOR PARTICIPATION IN A JOINT CODE COMPLIANCE AND NEIGHBORHOOD PROGRAM BETWEEN THE CITY AND THE NEAR SOUTHEAST COMMUNITY DEVELOPMENT CORPORATION; PROVIDING FOR A SEVERABILITY CLAUSE; MAKING THIS ORDINANCE CUMULATIVE OF PRIOR ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FORT WORTH, TEXAS:

SECTION 1.

That in addition to those amounts allocated to the various City departments for Fiscal Year 2007-2008 and in the Budget of the City Manager, there shall also be increased estimated receipts and appropriations in the Grants Fund in the amount of \$35,000 upon execution of the agreement with The Near Southeast Community Development Corporation (NEC/CDC) for the purpose of funding overtime for Code Compliance employees and the purchase of supplies and equipment for participation in a Joint Code Compliance and Neighborhood Program between the City and the Near Southeast Community Development Corporation.

SECTION 2.

That should any portion, section or part of a section of this ordinance be declared invalid, inoperative or void for any reason by a court of competent jurisdiction, such decision, opinion or judgment shall in no way impair the remaining portions, sections, or parts of sections of this ordinance, which said remaining provisions shall be and remain in full force and effect.

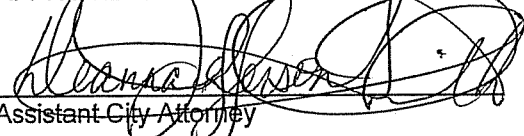
SECTION 3.

That this ordinance shall be cumulative of Ordinance No. 17749 and all other ordinances and appropriations amending the same except in those instances where the provisions of this ordinance are in direct conflict with such other ordinances and appropriations, in which instance said conflicting provisions of said prior ordinances and appropriations are hereby expressly repealed.

SECTION 4.

This ordinance shall take effect upon adoption.

APPROVED AS TO FORM AND LEGALITY:

  
Assistant City Attorney

ADOPTED AND EFFECTIVE: December 18, 2007

**AGREEMENT BETWEEN  
THE CITY OF FORT WORTH  
AND  
THE NEAR SOUTHEAST COMMUNITY DEVELOPMENT CORPORATION  
(NSE/CDC) ON BEHALF OF THE FORT WORTH WEED AND SEED INITIATIVE**

This agreement ("Agreement") is made and entered into between the **City of Fort Worth**, a home rule municipal corporation of the State of Texas ("City"), acting by and through Libby Watson, its duly authorized Assistant City Manager, and the **Near Southeast Community Development Corporation** ("NSCDC"), a not-for-profit corporation organized under the laws of the State of Texas, and a legally constituted tax-exempt entity under the provisions of Section 501(c)(3) of the Internal Revenue Code.

**RECITALS**

A. NSCDC received funding under the United States Department of Justice Weed and Seed Program, in the amount of Two-Hundred and Twenty-Five Thousand and No/100 Dollars (\$225,000) from the Department of Justice (the "Weed and Seed Initiative").

B. The Weed and Seed Initiative recognized and created a Near Southeast Weed and Seed target area (the "Target Area") with boundaries at East Lancaster on the North, I-35W South on the West, East Berry on the South, and South Riverside Drive on the East.

C. The Weed and Seed Initiative involves code enforcement efforts which focus on education, enforcement and abatement of code violations within the Target Area. The Weed and Seed Initiative created a Steering Committee to direct the operation of the initiative that includes the Fort Worth Code Compliance Department.

D. NSCDC agrees to underwrite the overtime cost of the Code employees involvement from the Weed and Seed Initiative, and the City agrees to make Code personnel available based upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein expressed, the parties agree as follows:

**AGREEMENT**

**1.  
Administration**

City agrees to provide Code employees within the Target Area, pursuant to the terms and conditions set forth herein.

A. The City agrees to state that their activities are efforts between the City and the Southeast Weed and Seed, a U.S. Department of Justice Initiative in all medial announcements.

B. The City agrees to provide resources in order to educate citizens and reduce code violations, facilitating the targeted area in becoming a cleaner, safer, and more attractive place to live, work, and raise a family.

C. The City agrees to support the initiative and to provide a comprehensive and integrated approach to educating, enforcing and abating code violations within the targeted community.

D. Both the City and NSCDC shall designate a representative for contractual issues related to this Agreement. The initial representative of the City shall be C. Guy Natale. The initial representative of the NSCDC shall be Shirley Lewis.

E. The City agrees to provide a senior level staff officer to serve on the Weed and Seed Steering Committee to assist with governing the Initiative.

## **2.**

### **General Outline of Responsibilities of NCSDC and the City**

The City will perform the following duties if, subject to the City's discretion, acting reasonably after consultation with the NSCDC, the Parties determine that the duties are necessary to the operation of the Initiative in the Target Area:

A. Attend meetings of community organizations to familiarize community members with the Initiative, and to develop a multi-agency strategy to control and prevent code violations that encourage deterioration of an area; leading to an increase in unlawful activities and public safety hazards.

B. To work with the NSCDC in providing a safe environment for children to learn and attend school, families to live, worship, and raise a family.

C. Meet with community members, law enforcement, and agency representatives at regular meetings of community groups, or at discussion sessions organized by the NSCDC. To coordinate existing federal, state, local and private agency resources and concentrate those resources in the Target Area to maximize their impact on reducing code violations.

D. The City will work with the NSCDC and community organizations within the Target Area to focus resources to solve the most significant and pressing problems.

E. The City agrees to: provide coordinators to educate, enforce and abate code violations that affect the quality of life for residents in the Target Area.

## **3.**

### **Funding**

A. The NSCDC will pay up to \$15,000.00 for overtime (not including benefits) for Code employees. The overtime costs must be incurred from December 1, 2007 through December 31, 2007. In addition, the NSCDC will pay up to \$20,000.00 to purchase supplies and equipment to be used in the target area.

B. City shall submit invoices to NSCDC on or before December 31, 2007 for Eligible Expenses incurred by the City. City shall notify NSCDC in writing of any necessary unbudgeted items prior to expenditure therefore by the City. NSCDC shall submit full payment as indicated on each invoice on or before December 31, 2007.

C. The parties acknowledge that the funding commitment of NSCDC to the City contemplated by this Agreement is limited to \$35,000.00.

**4.  
Term**

The term of this Agreement is for a period beginning on December 1, 2007 and ending on December 31, 2007.

**5.  
Condition of Funding**

It is expressly understood and agreed by and between the parties hereto that this Agreement is wholly conditioned upon the actual receipt by NSCDC of funds from the U. S. Department of Justice Weed and Seed Program, and that if such funds from the U. S. Department of Justice Weed and Seed Program are not timely forthcoming, in whole or in part, NSCDC may, at its sole discretion, terminate this Agreement.

**6.  
Termination/Breach**

A. This Agreement will terminate on December 31, 2007. Within thirty (30) days after the effective date of such termination, City shall forward to NSCDC a final invoice for the appropriately prorated unpaid balance hereunder for services rendered and NSCDC shall remit payment in full within thirty (30) days after the date of such invoice.

**7.  
Access to Records**

City covenants and agrees to fully cooperate with NSCDC in monitoring the effectiveness of the services and work to be performed by City and its employees under this Agreement, and NSCDC shall have access at all reasonable hours to offices and records of the City, its officers, agents and employees for the purpose of such monitoring, such access being subject to the limitations and requirements under the Texas Public Information Act.

**8.**

## **Independent Relationship**

City shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of NSCDC. City shall be solely responsible for the acts and omissions of its officers, agents, servants, and employees. Neither City nor NSCDC shall be responsible under the Doctrine of Respondeat Superior for the acts and omissions of the officers, agents, servants or employees of the other.

### **9.**

#### **Liability for Property**

NSCDC shall in no way nor under any circumstances be responsible for any property belonging to City, its officers, agents, employees, program participants, licensees or invitees, which may be lost, stolen, destroyed or in any way damaged.

### **10.**

#### **Nondiscrimination**

A. NSCDC and City covenant that neither of them nor any of their officers, agents, employees or program participants, while engaged in performing this Agreement shall, in connection with the employment, advancement, or discharge of employees, or in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age, except on the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.

B. NSCDC and City, in the execution, performance or attempted performance of this Agreement, will not discriminate against any person or persons because of sex, race, religion, age, disability, color, national origin, or familial status, nor will either party permit its agents, employees or program participants to engage in such discrimination.

### **11.**

#### **Provisions Severable**

The provisions of this Agreement are severable and if for any reason a clause, sentence, paragraph or other part of this Agreement shall be determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

### **12.**

#### **Performance**

The failure of NSCDC or City to insist upon the performance of any term or provision of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment to any extent of NSCDC's or City's right to assert or rely upon any such term or right on any future occasion.

**13.**

**Venue**

Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance or non-performance of this Agreement, venue for said action shall lie in Tarrant County, Texas.

**14.**

**Authorization**

The governing bodies of NSCDC and City have approved the execution of this Agreement, and the persons signing the Agreement have been duly authorized by the governing bodies of the NSCDC and City to sign this Agreement on behalf of the governing bodies.

**15.**

**Integration**

This written instrument constitutes the entire agreement by the parties hereto concerning the work and services to be performed hereunder, and any prior or contemporaneous, oral or written agreement which purports to vary from the terms hereof shall be void.

**16.**

**Notices**

Notices to NSCDC shall be deemed given when delivered in person to the Executive Director of NSCDC, or the next business day after the mailing of said notice addressed to said District by United States mail, certified or registered mail, return receipt requested, and postage paid at 1233 East Terrell, Fort Worth, Texas 76104.

Notices to City shall be deemed given when delivered in person to C. Guy Natale, or the next business day after the mailing of said notice addressed to said City by United States mail, certified or registered mail, return receipt requested, and postage paid at 1000 Throckmorton, Fort Worth, Texas 76102.

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CITY OF FORT WORTH

NEAR SOUTHEAST COMMUNITY  
DEVELOPMENT CORPORATION

\_\_\_\_\_  
Libby Watson  
Assistant City Manager

\_\_\_\_\_  
Shirley Lewis  
Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Secretary

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Karen Anderson  
Senior Assistant City Attorney

Authority:

M&C \_\_\_\_\_

*City of Fort Worth, Texas*  
**Mayor and Council Communication**

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**COUNCIL ACTION: Approved on 12/18/2007 - Ord. No. 17931-12-2007**

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**DATE:** Tuesday, December 18, 2007

**LOG NAME:** 23WEEDSEED

**REFERENCE NO.:** C-22595

**SUBJECT:**

Authorize the City Manager to Ratify Execution of Agreement with the Near Southeast Community Development Corporation as a Result of the City Providing Overtime, Supplies and Equipment in Participation in a Joint Code Compliance and Neighborhood Program between the City and the Near Southeast Community Development Corporation and Adopt Appropriation Ordinance

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**RECOMMENDATION:**

It is recommended that the City Council:

1. Authorize the City Manager to ratify execution of an Agreement with the Near Southeast Community Development Corporation to coordinate activities which focus on enforcement and abatement of code violations, and educate citizens on how to identify, report and abate code violations in the targeted area bound by East Lancaster on the north, Interstate 35W South on the west, East Berry on the south, and South Riverside on the east;
2. Authorize the City Manager to accept \$35,000 from the Near Southeast Community Development Corporation for the Joint Law Enforcement and Neighborhood Program;
3. Authorize the City Manager to ratify all expenditures made and collect revenues for overtime expended, and for purchasing supplies and equipment in support of the Southwest Weed and Seed Initiative; and
4. Adopt the attached appropriation ordinance increasing estimated receipts and appropriations in the Grants Fund by \$35,000 upon execution of contract.

**DISCUSSION:**

The Near Southeast Community Development Corporation (NSE/CDC) submitted an application to the Department of Justice, Office of Justice Programs, Community Capacity Development Office that included \$15,000, for overtime for Code Compliance employees, and an additional \$20,000, to purchase supplies and equipment. The Executive Director of NSE/CDC intended to formalize a support agreement with the City but NSE/CDC operational circumstances prevented a timely submittal. The program represents a comprehensive approach to facilitate in the targeted area becoming a cleaner, safer, and more attractive place to live, work, and raise a family.

This partnership approach will aid in providing a safe environment for children to learn and attend school, will establish a multi-agency strategy to control and reduce unlawful activities, code violations, other nuisances, and will improve the coordination of existing federal, state, local and private agency resources.

**FISCAL INFORMATION/CERTIFICATION:**

The Finance Director certifies that upon approval of the above recommendation, execution of the contract,



and adoption of the attached appropriation ordinance, funds will be available in the current operating budget, as appropriated, of the Grants Fund. The Code Compliance department is responsible for submitting request for reimbursement to offset the expenditures. Funds will be reimbursed by grantor after expenditures are made.

**TO Fund/Account/Centers**

GR 76 451981 023459241000

GR76 5 (VARIOUS) 023459241010

\$35,000.00

\$35,000.00

**FROM Fund/Account/Centers**

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**Submitted for City Manager's Office by:**

Libby Watson (6183)

**Originating Department Head:**

Carl Smart (6345)

**Additional Information Contact:**

C. Guy Natale (6327)

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